

The Homeowner should read the Warranty in its entirety, including any addenda attached at the end of this Warranty booklet, in order to understand the protection it provides, exclusions that apply, and the performance standards which determine coverage in each case. FHA/VA Homeowners refer to those sections of this Warranty as noted by a dagger (†) indicating the applicability of the HUD Addendum.

Section 3: The Limited Warranty

The Builder's Limited Warranty relates only to "Covered Defects," which are defined as defects in material and workmanship that are either part of the structure or are elements of the home as supplied by the Builder at the date of closing. The existence of a Covered Defect does not constitute a breach of this Limited Warranty; however, the Builder is obligated to repair or replace the item to conform to the Performance Standards. This is not an insurance policy, nor a maintenance agreement, but a definition of what the Homeowner has a right to expect in terms of warranties.

This Limited Warranty is provided to the original purchaser of the home and to all subsequent owners who take title within the Warranty period identified in the Performance Standards, and use the home for their residence only.

IMPORTANT NOTE:

One-year Coverage

The Builder warrants the construction of the home will conform to the tolerances for materials and workmanship, as defined in the Performance Standards, for a period of one year after the closing date.†

Two-year Coverage

The Builder warrants the workability of the plumbing, electrical, heating, ventilating, air conditioning, and other mechanical systems, as defined in the Performance Standards, for a period of two years after the closing date.

Five-year Coverage

The Builder warrants against various types of water infiltration and internal leaks, as specifically defined in the Performance Standards, for a period of five years after the closing date.

Ten-year Coverage

The Builder warrants the construction of the home will conform to the tolerances set forth in the following Performance Standards for Structural Elements for a period of ten years after the closing date, subject to the limitations set forth below. Structural Elements are footings, bearing walls, beams, girders, trusses, rafters, bearing columns, lintels, posts, structural fasteners, subfloors, and roof sheathing. Floating slabs and partition walls that do not carry any load other than their own weight are not Structural Elements. A Structural Element will not be deemed defective, and no action will be required of the Builder, unless there is actual physical damage that diminishes the ability of the Structural Element to perform its load-bearing function such that the home is unsafe.

†See the HUD Addendum for modifications to this section.